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Attorneys for Plaintiff and Counter-Defendant
 Language Line Services, Inc. and Third Party Defendant
 Bryan Lucas

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

LANGUAGE LINE SERVICES, INC., a
 Delaware corporation,

Plaintiff,

vs.

LANGUAGE SERVICES ASSOCIATES, INC.
 [originally misnamed as LANGUAGE
 SERVICES ASSOCIATES, LLC],
 a Pennsylvania corporation; WILLIAM
 SCHWARTZ, an individual; and PATRICK
 CURTIN, an individual,

Defendants.

CASE NO. CV 10-02605-JW

**JOINT STIPULATION REGARDING
 USE OF REPORT CONTAINING
 LANGUAGE LINE CUSTOMER
 QUARTERLY FINANCIAL DATA**

1 In accordance with Local Rule 7-12, Plaintiff and Counter-Defendant Language Line
 2 Services, Inc. ("Language Line" or "Plaintiff") and Defendant and Counterclaimant Language
 3 Services Associates, Inc. ("LSA"), Defendant William Schwartz ("Schwartz") and Defendant
 4 Patrick Curtin ("Curtin") (collectively, "Defendants," and together with Plaintiff, the
 5 "Parties") jointly submit this stipulation regarding the heightened security protections to be
 6 given the information contained in the schedule containing Plaintiff's customer quarterly
 7 financial data.

8 **WHEREAS** the parties have agreed that Plaintiff will produce certain highly
 9 confidential and sensitive information relating to quarterly financial customer data;

10 **WHEREAS** in addition to the protections provided in the Stipulated Protective Order
 11 (Docket Item No. 83) governing production of documents in this case, the parties have agreed
 12 to treat the quarterly financial customer data contained in this production with additional
 13 security measures before Plaintiff produces this data;

14 **IT IS HEREBY STIPULATED AND AGREED**, by and between the parties that:

15 1. The schedule containing financial data ("Schedule") will be produced as a
 16 password-protected Excel file, and will not include customer names. Instead, customers will
 17 be identified with a unique number assigned to each customer ("Key Number"), which will
 18 allow a user to compare the data for a customer on the September 2009 Report with the data on
 19 the new document.

20 2. Plaintiff will produce a key in hard-copy format ("Key") to counsel for
 21 Defendants identifying each customer and, for that customer, the Key Number assigned to that
 22 customer. The information in the Key shall be sorted separately (1) by Key Number; (2) by
 23 Customer Number; and (3) by Customer Name. Plaintiff will provide no more than five (5)
 24 hard copies of the Key to counsel for LSA and will provide one (1) hard copy of the Key to
 25 Counsel for Curtin and Schwartz. Each copy will be watermarked. Counsel for Defendants
 26 shall identify the persons to be provided with access to the Key, and agree not to make any
 27 photocopies of the Key or to reproduce the Key in any manner.
 28

1 3. All information in the Schedule will be treated as “Highly Confidential” and for
2 “Attorneys’ Eyes Only” pursuant to the protective order previously entered in this case.

3 4. Counsel agree to file a motion to file under seal any information contained in
4 the Schedule and to designate portions of testimony referring to and/or introducing data
5 contained in the Schedule as highly confidential. Any use of information from the Schedule
6 cannot make reference to the client name, but must instead make reference only to the Key
7 Number.

8 5. Counsel for Defendants agree not to make any electronic or hard copies of the
9 Schedule or to disseminate it electronically or otherwise except to expert witnesses, who shall
10 be identified in accordance with Defendants’ disclosure obligations.

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6. Counsel agree that any testimony at trial regarding the information from the Schedule will only proceed after the courtroom is cleared of third parties and Defendants. Trial transcripts containing testimony referring to information from the Schedule will be sealed.

DATED: April 25, 2012

HOLMES WEINBERG, P.C.

MURPHY ROSEN MEYLAN & DAVITT LLP

By: /s/ Robert L. Meylan

Robert L. Meylan
Attorneys for Plaintiff and Counter-
Defendant Language Line Services, Inc.
and Third Party Defendant
Bryan Lucas

DATED: April 25, 2012

BLANK ROME LLP

By: Cheryl Chang / BLS

Scott F. Cooper
Cheryl S. Chang
Attorneys for Defendant
Language Services Associates, Inc.

DATED: April 25, 2012

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: Danielle Ochs-Tillotson / BB

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 LANGUAGE LINE SERVICES, INC., a
12 Delaware corporation,

13 Plaintiff,

14 vs.

15 LANGUAGE SERVICES ASSOCIATES, INC.
16 [originally misnamed as LANGUAGE
17 SERVICES ASSOCIATES, LLC],
a Pennsylvania corporation; WILLIAM
SCHWARTZ, an individual; and PATRICK
CURTIN, an individual,

18 Defendants.

19 LANGUAGE SERVICES ASSOCIATES,
20 INC., a Pennsylvania corporation,

21 Counter-Claimant,

22 vs.

23 LANGUAGE LINE SERVICES, INC., a
24 Delaware corporation,

25 Counter-Defendant,

26 and BRYAN LUCAS, an individual,

27 Third Party-Defendant.
28

CASE NO. CV 10-02605-JW

**[PROPOSED] ORDER RE: JOINT
STIPULATION REGARDING USE OF
REPORT CONTAINING LANGUAGE
LINE CUSTOMER QUARTERLY
FINANCIAL DATA**

1 The Court, having considered the parties' Stipulation Regarding the Use of Report
2 Containing Language Line Customer Quarterly Financial Data, and good cause appearing
3 therefore, rules as follows:

4 1. The schedule containing financial data ("Schedule") shall be produced as a
5 password-protected Excel file, and shall not include customer names. Instead, customers shall
6 be identified with a unique number assigned to each customer ("Key Number"), which will
7 allow a user to compare the data for a customer on the September 2009 Report with the data on
8 the new document.

9 2. Plaintiff shall produce a key in hard-copy format ("Key") to counsel for
10 Defendants identifying each customer and, for that customer, the Key Number assigned to that
11 customer. The information in the Key shall be sorted separately (1) by Key Number; (2) by
12 Customer Number; and (3) by Customer Name. Plaintiff shall provide no more than five (5)
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14 Counsel for Curtin and Schwartz. Each copy shall be watermarked. Counsel for Defendants
15 shall identify the persons to be provided with access to the Key, and agree not to make any
16 photocopies of the Key or to reproduce the Key in any manner.

17 3. All information in the Schedule shall be treated as "Highly Confidential" and
18 for "Attorneys' Eyes Only" pursuant to the protective order previously entered in this case.

19 4. Counsel shall file a motion to file under seal any information contained in the
20 Schedule and to designate portions of testimony referring to and/or introducing data contained
21 in the Schedule as highly confidential. Any use of information from the Schedule shall not
22 make reference to the client name, but must instead make reference only to the Key Number.

23 5. Counsel for Defendants shall not make any electronic or hard copies of the
24 Schedule or to disseminate it electronically or otherwise except to expert witnesses, who shall
25 be identified in accordance with Defendants' disclosure obligations.

1 6. Any testimony at trial regarding the information from the Schedule shall only
2 proceed after the courtroom is cleared of third parties and Defendants. Trial transcripts
3 containing testimony referring to information from the Schedule shall be sealed.

4 **IT IS SO ORDERED.**

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7 DATED: 4/27/12

